



*First American
Title Insurance Company*

F.A. FORM 28.1.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as security for the obligations under the Credit Agreements together with interest as changed in accordance with the provisions of the Credit Agreements, which invalidity, unenforceability or loss of priority is caused by the provisions contained in the Credit Agreements providing for making advances including those made on a revolving basis and changes in the rate of interest. "Changes in the rate of interest", as used in this paragraph shall mean only those changes in the rate of interest provided for in the Credit Agreements;
2. Loss of priority of the lien of the insured mortgage as to each and every advance, including any advance made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or the Credit Agreements; provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Sections 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a material default (of which the Insured has actual knowledge) under the terms of the Credit Agreements and prior to the cure of the default or express or implied waiver by the Insured of the default; and
3. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance, including those made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or Credit Agreements after the terms or conditions of the Credit Agreements are changed in accordance with the agreements (and all interest charged thereon); provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Section 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of any change.

The Company agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Policy is hereby amended by deleting therefrom paragraph 5 of the Exclusions from Coverage and substituting therefore the following:

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon any consumer credit protection or Truth-in-Lending law.



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This endorsement does not insure against loss or damage based upon:

any consumer credit protection or Truth-in-Lending law;

environmental protection liens; or

taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit on a revolving basis or otherwise including amounts (not to exceed in the aggregate \$ _____ outstanding at any one time) of issued but undrawn letters of credit under the Credit Agreements. An extension of credit shall occur on the date on which and at the time when, in accordance with the Credit Agreements, the Insured issues letters of credit, disburses funds to the account or accounts established in connection with the Credit Agreements or honors a check properly drawn on an account established pursuant to the Credit Agreements;

"Borrower" shall mean _____ and its related corporate predecessors in interest; and

"Credit Agreements" shall mean that certain Credit Agreement dated _____, between the Insured and the Borrower, as extended, renewed, revised, or modified in writing from time to time, as well as any other successor credit agreements between the Insured and the Borrower, which supersede the Credit Agreement, as extended, renewed, revised or modified in writing from time to time.

This policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the Amount of Insurance) notwithstanding the fact that prior advances may have been made and previously repaid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount of the Policy.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 28.1.A (Rev. 3/99)

(1992 ALTA LENDER)

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Title Insurance Company*

F.A. FORM 28.2 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage referred to in paragraph _____ of Schedule _____ against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the _____ Agreement and Disclosure Statement ("Agreement") secured thereby which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest;
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Agreement; provided, however, that no coverage is given by this paragraph 3 as to any advance made after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage and provided further that no coverage is given by this paragraph 3 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of such advance if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of such default; and
4. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph 4 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after any such change to the extent that any such advance (or interest charged thereon) is greater as a result of such change than such advance (or interest charged thereon) would have been absent such change.

The Company further agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) if this is an ALTA Loan Policy, or Paragraph 6(1) (iii) if this is a CLTA Standard Coverage Policy, of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

This endorsement does not insure against loss or damage based upon:

1. usury; or

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2. any consumer credit protection or Truth-in-Lending law;
3. environmental protection liens; or
4. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, and the following terms shall be defined as follows:

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which and at the time when the Insured either honors a check drawn by Vestee (as shown in paragraph 3 of Schedule A of this policy) on the account established by the Agreement or authorizes a charge for the benefit of Vestee under/on the credit card issued to Vestee pursuant to the Agreement, or a credit card charge is actually made, or an advance is otherwise made pursuant to said Agreement.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face Amount of Insurance) notwithstanding the fact that prior advances may have been made and previously repaid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage if this is an ALTA Loan Policy or paragraph 9(d) of Part I, Schedule B, if this is a CLTA Standard Coverage Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

Date: _____

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F.A. Form 28.2 (Rev. 3/99)

(CLTA/1970, 1984 ALTA Lenders)



F.A. FORM 28.2.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the mortgage referred to in paragraph _____ of Schedule _____ against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the _____ ("Agreement") secured thereby which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest;
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Agreement; provided, however, that no coverage is given by this paragraph 3 as to any advance made after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage and provided further that no coverage is given by this paragraph 3 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of such advance if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of such default; and
4. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph 4 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after any such change to the extent that any such advance (or interest charged thereon) is greater as a result of such change than such advance (or interest charged thereon) would have been absent such change.

The Company agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

This endorsement does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law;

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3. environmental protection liens; or
4. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which and at the time when the Insured either honors a check drawn by Vestee (as shown in paragraph 3 of Schedule A of this policy) on the account established by the Agreement or authorizes a charge for the benefit of Vestee under/on the credit card issued to Vestee pursuant to the Agreement, or a credit card charge is actually made, or an advance is otherwise made pursuant to said Agreement.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the Policy) notwithstanding the fact that prior advances may have been made and previously repaid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of this Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

Date: _____

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F.A. Form 28.2.A (Rev. 3/99)

(1992 ALTA LENDER)



F.A. FORM 28.3 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the mortgage or mortgages referred to in paragraph 4 of Schedule A against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as security for the obligations under the Loan Agreement together with interest as changed in accordance with the provisions of the Loan Agreement, which invalidity, unenforceability or loss of priority is caused by the provisions contained in the Loan Agreement providing for making advances including those made on a revolving basis and changes in the rate of interest. "Changes in the rate of interest", as used in this paragraph shall mean only those changes in the rate of interest provided for in the Loan Agreement;
2. Loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including any advance made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or the Loan Agreement; provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including statutory liens for services, labor or material) the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a material default (of which the Insured has actual knowledge) under the terms of the Loan Agreement and prior to the cure of the default or express or implied waiver by the Insured of the default; and
3. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including those made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or Loan Agreement after the terms or conditions of the Loan Agreement are changed in accordance with the agreement (and all interest charged thereon); provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including statutory liens for services, labor or material) the existence of which is actually known to the Insured prior to the date of any change, if the change results in advances (or interest charged thereon) which are greater as a result of the change than would have been absent the change.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Company further insures the Insured against loss which the Insured shall sustain by reason of the establishment of priority over the lien of said mortgage upon said estate of any statutory lien for labor or material arising out of any work of improvement under construction or completed at the date hereof.

The Policy is hereby amended by deleting therefrom subparagraph (a) of paragraph 5 of the insuring



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provisions on the first page of the Policy.

This endorsement does not insure against loss or damage based upon:

any consumer credit protection or Truth-in-Lending law;

environmental protection liens; or

taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit on a revolving basis or otherwise including amounts of issued but undrawn letters of credit under the Loan Agreement. An extension of credit shall occur on the date on which and at the time when, in accordance with the Loan Agreement, the Insured issues letters of credit, disburses funds to the account or accounts established in connection with the Loan Agreement or honors a check properly drawn on an account established pursuant to the Loan Agreement;

"Borrower" shall mean _____; and

"Loan Agreement" shall mean that certain Loan Agreement dated _____, between the Insured and the Borrower, as extended, renewed, revised, or modified in writing from time to time, as well as any other successor Loan Agreement between the Insured and the Borrower, which supersedes the Loan Agreement, as extended, renewed, revised or modified in writing from time to time.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the Policy) notwithstanding the fact that prior advances may have been made and previously repaid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements. This endorsement does not increase the face amount of the Policy.

Date: _____

First American Title Insurance Company

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F.A. Form 28.3 (Rev. 3/99)

ALTA LOAN POLICY (1970, 1984)

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F.A. FORM 28.3.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage referred to in paragraph 4 of Schedule A against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as security for the obligations under the Loan Agreement together with interest as changed in accordance with the provisions of the Loan Agreement, which invalidity, unenforceability or loss of priority is caused by the provisions contained in the Loan Agreement providing for making advances including those made on a revolving basis and changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including any advance made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or the Loan Agreement; provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Sections 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a material default (of which the Insured has actual knowledge) under the terms of the Loan Agreement and prior to the cure of the default or express or implied waiver by the Insured of the default; and
3. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including those made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or Loan Agreement after the terms or conditions of the Loan Agreement are changed in accordance with the agreement (and all interest charged thereon); provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Section 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of any change, if the change results in advances (or interest charged thereon) which are greater as a result of the change than would have been absent the change.

The Company agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Policy is hereby amended by deleting therefrom paragraph 5 of the Exclusions from Coverage and substituting therefore the following:

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon any consumer credit protection or Truth-in-Lending law.



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This endorsement does not insure against loss or damage based upon:

any consumer credit protection or Truth-in-Lending law;

environmental protection liens; or

taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit on a revolving basis or otherwise including amounts of issued but undrawn letters of credit under the Loan Agreement. An extension of credit shall occur on the date on which and at the time when, in accordance with the Loan Agreement, the Insured issues letters of credit, disburses funds to the account or accounts established in connection with the Loan Agreement or honors a check properly drawn on an account established pursuant to the Loan Agreement;

"Borrower" shall mean _____; and

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest provided for in the Loan Agreement.

"Loan Agreement" shall mean that certain Loan Agreement dated _____, between the Insured and the Borrower, as extended, renewed, revised, or modified in writing from time to time, as well as any other successor Loan Agreement between the Insured and the Borrower, which supersede the said Loan Agreement, as extended, renewed, revised or modified in writing from time to time.

This policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the policy) notwithstanding the fact that prior advances may have been made and previously repaid.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements. This endorsement does not increase the face amount of the Policy.

Date: _____

First American Title Insurance Company

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F.A. Form 28.3.A (Rev. 3/99)

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F.A. FORM 28.3.B REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner the indebtedness secured by the insured mortgage referred to in paragraph 4 of Schedule A against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as security for the Advances, together with Interest thereon, which invalidity, unenforceability or loss of priority is caused by provisions contained in the Loan Agreement providing for changes in Interest.
2. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as security for the Advances, together with Interest thereon, which invalidity, unenforceability or loss of priority is caused by provisions contained in the Loan Agreement providing for Advances to be made on a revolving basis on or after the Date of Policy. It is provided, however, that no coverage is given by this Paragraph 2 with respect to the following:
 - a. The priority of the lien securing an Advance, together with Interest thereon, made after the insured has Actual Knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage;
 - b. The priority of the lien securing an Advance, together with Interest thereon, as against any Intervening Liens if both of the following conditions exist:
 1. the Advance is made after the date on which the insured has Actual Knowledge of such Intervening Liens; and
 2. the Advance is made after the date on which a material default (of which the insured has Actual Knowledge) occurs under the insured mortgage or mortgages, the Loan Agreement, or any successor agreement which restates and supersedes the Loan Agreement in whole or in part, and prior to the date on which such default is cured or has been expressly or impliedly waived by the insured.
3. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as security for the Advances, together with Interest thereon, made after the terms or conditions of the Loan Agreement are modified, renewed, extended or restated by written agreement. It is provided, however, that no coverage is given by this Paragraph 3 as to the priority of the lien securing an Advance, together with Interest thereon, as against any Intervening Liens if all of the following conditions exist:
 - a. the Loan Agreement is modified, renewed, extended or restated after the date on which the insured has Actual Knowledge of such Intervening Liens;
 - b. such modification, renewal, extension or restatement results in Advances (or Interest charged



thereon) which are greater than would have been the case absent the modification, renewal, extension or restatement; and

- c. the Advance is made after the date on which the Loan Agreement is modified, renewed, extended or restated.
4. The Company agrees with the insured that the Advances shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions thereof.
5. The policy is hereby amended by deleting therefrom paragraph 5 of the Exclusions from Coverage and substituting therefor the following:
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon any consumer protection or Truth-in-Lending law.

This endorsement does not insure against loss or damage based upon any consumer credit protection, Truth-in-Lending law or environmental protection liens.

This policy shall provide insurance coverage for the amount of all Advances outstanding and unpaid at any given time, together with Interest thereon, up to the face amount of the policy, notwithstanding the fact that prior Advances may have been made and previously repaid.

For purposes of this endorsement, and notwithstanding any terms or provisions in the policy to the contrary, the following terms shall be defined as follows:

"Actual Knowledge" as that term is used for the coverages provided by this endorsement, shall be deemed the same as it is in Title 26 U.S.C. 6323(i)(1).

"Advances" shall mean all extensions of credit, on a revolving basis or otherwise, made pursuant to the provisions of the Loan Agreement or any successor agreement which restates and supersedes the Loan Agreement in whole or in part, including, without limitation, advances, the undrawn and the drawn and unreimbursed amounts of letters of credit issued for the Borrower's account, the face amount of all acceptances created for the Borrower's account, the unreimbursed amount of all overdrafts outstanding in Borrower's account(s), and the amount of foreign exchange contracts entered into with Borrower for which the insured has not been compensated. An extension of credit shall occur on the date when the insured disburses the proceeds of an advance, issues a letter of credit, creates an acceptance, honors a check drawn on Borrower's account or otherwise honors Borrower's request for a transfer of funds from Borrower's account, or enters into a contract with Borrower to purchase or sell foreign currency

"Borrower" shall mean _____.

"Intervening Liens" shall mean any liens, encumbrances or other matters affecting title (other than liens arising pursuant to California Civil Code Sections 3082 through 3268, as amended from time to time) which arise after the date of recordation of the insured mortgage or mortgages.

"Interest" shall mean all interest, fees, commissions or other charges payable by the Borrower with



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respect to an Advance.

"Loan Agreement" shall mean that certain Loan or Credit Agreement or Master Promissory Note dated _____ between the insured and the Borrower.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or any prior endorsements thereto, nor does it extend the effective date of the policy and any prior endorsement. This endorsement does not increase the face amount of the policy.

Date: _____

First American Title Insurance Company

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F.A. Form 28.3.B (Rev. 3/99)

(1992) ALTA LENDER

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F.A. FORM 28.4 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company hereby insures the owner the indebtedness secured by the insured mortgage referred to in paragraph 4 of Schedule A against loss or damage sustained or incurred by the Insured by reason of:
2. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of failure of subsequent advances (whether or not made subsequent to any prepayments) to have the same priority over liens, encumbrances and other matters as advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to Date of Policy:

Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of the advances, if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of the default.

3. The Company further assures the Insured against loss or damage sustained or incurred by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest;
 - b. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest and finance charges as changed in accordance with the provisions of the Agreement, which loss of priority is caused by the changes in the rate of interest; and
 - c. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph c. as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after the change to the extent that the advance (or interest charged thereon) is greater as a result of the change than the advances (or interest charged thereon) would have been absent the change.
4. The Company further insures the Insured that whether or not any prepayments are made under the Agreement, the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) if this is an ALTA Loan Policy, or paragraph 6(a) (iii) if this is a CLTA Standard Coverage Policy, of the conditions and stipulations of the policy for the purpose of limiting



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liability under the provisions thereof.

5. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the conversion, pursuant to the terms and conditions of the Agreement, of the Account from the draw phase of the account to the repayment phase invalidating or rendering unenforceable, or resulting in loss of priority of, the lien of the insured mortgage.

This endorsement also does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law;
3. environmental protection liens; or
4. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage if this is an ALTA Loan Policy or paragraph 9(d) of Part I, Schedule B if this is a CLTA Standard Coverage Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 28.4 (Rev. 3/99)

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(CLTA/1970, 1984 ALTA LENDERS)



F.A. FORM 28.4.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company hereby insures the owner of the indebtedness secured by the insured mortgage referred to in paragraph ____ of Schedule ____ that advances made subsequent to the Date of Policy pursuant to the terms of the _____ ("Agreement"), which are secured by the insured mortgage, shall be included within the coverage of this policy, not to exceed the face amount of the policy, subject to the limitations hereinafter set forth; provided, however that no coverage is given by this endorsement if, at the date any advance is made, the Insured has actual knowledge that the advance is being made to anyone other than the owner of the estate or interest covered by the policy and the Insured is not obligated under the terms of the Agreement to make the advance.
2. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the failure of subsequent advances (whether or not made subsequent to any prepayments) failure to have the same priority over liens, encumbrances and other matters as advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to Date of Policy:

Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of the advances, if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of the default.

3. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest;
 - b. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest and finance charges as changed in accordance with the provisions of the Agreement, which loss of priority is caused by the changes in the rate of interest; and
 - c. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph c. as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after the change to the extent that the advance (or interest charged thereon) is greater as a result of the change than the advances (or interest charged



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thereon) would have been absent the change.

4. The Company further insures the Insured that whether or not any prepayments are made under the Agreement, the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions thereof.
5. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the conversion, pursuant to the terms and conditions of the Agreement, of the Account from an open-end line of credit to a close-end loan invalidating or rendering unenforceable, or resulting in loss of priority of, the lien of the insured mortgage.

This endorsement also does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law;
3. environmental protection liens; or
4. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 28.4.A (Rev. 3/99)

(1992 ALTA LENDER)



F.A. FORM 28.5 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company hereby insures the Insured that advances, including any advance made on a revolving basis, made subsequent to the Date of Policy pursuant to the terms of the Credit Agreement (defined below), which are secured by the insured mortgage, shall be included within the coverage of the Policy, provided that said vestee is the owner of the estate or interest covered by the policy at the date any such advances are made and subject to the limitations hereinafter set forth.
2. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reasonable subsequent advances, including any advance made on a revolving basis, failure to have the same priority over liens, encumbrances and other matters disclosed by the public records as advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to the date of the Policy:
 - a. Federal tax liens;
 - b. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of the advances, if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Credit Agreement and prior to the cure by the vestee or waiver by the Insured of such default;
 - c. Bankruptcies affecting the estate or interest of the vestee prior to date of such advances; and
 - d. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.
3. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the invalidity, unenforceability or loss of priority of the lien of the insured mortgage as security for the obligations under the Credit Agreement resulting from the provisions of the Credit Agreement which provide for making advances, including those made on a revolving basis, subsequent to the date of the Policy, and changes in the rate of interest.
4. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the invalidity, unenforceability or loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including those made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or Credit Agreement after the terms or conditions of the Credit Agreement are changed in accordance with the Agreement (and all interest charges thereon); provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Section 3082 through 3268, as amended from time to time) the existence of which are actually known to the Insured prior to the date of any change, if the change results in advances (or interest charges thereon) which are greater as a result of the change than would have been absent the change.



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5. The Company further insures the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof. The repayment of sums outstanding under the Credit Agreement shall not reduce the amount of title insurance coverage provided by the Policy to the extent such sums are re-borrowed.

This endorsement does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law; or
3. environmental protection liens.

For the purpose of this endorsement, the following terms shall be defined as follows:

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Credit Agreement.

"Credit Agreement" shall mean, collectively (i) that certain _____ Credit Agreement between _____ and _____ dated _____ as extended, renewed, or modified in writing from time to time, as well as any other successor credit agreements between _____ and _____, which supersede the above-referenced Credit Agreement, as extended, renewed, revised or modified in writing from time to time, and (ii) the "Note" referenced in the above-described Credit Agreement, and all amendments and modifications thereto.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof. This endorsement shall not limit coverage that would otherwise be provided by the Policy in the absence of this endorsement.

Date: _____

First American Title Insurance Company

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F.A. Form 28.5 (Rev. 3/99)

(ALTA LENDERS 1970 Form)



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F.A. FORM 28.6 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage referred to in paragraph _____ of Schedule _____ against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the _____ Agreement and Disclosure Statement ("Agreement") secured thereby which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by the changes in the rate of interest;
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Agreement; provided, however, that no coverage is given by this paragraph 3 as to any advance made after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage and provided further that no coverage is given by this paragraph 3 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of the default; and
4. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph 4 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after any change to the extent that any advance (or interest charged thereon) is greater as a result of the change than the advance (or interest charged thereon) would have been absent the change.

The Company further insures the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which and at the time when the Insured

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